

HELM-PACIFIC LEASING
JOINT VENTURE

One Embarcadero Center • San Francisco, CA 94111

415/388-4000
~~177/2-7000~~ E
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INTERSTATE COMMERCE COMMISSION

VIA AIR COURIER

November 12, 1993

Ms. Mildred Lee
Recordations Unit
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, DC 20423

RE: Lease of Railroad Equipment dated as of November 7, 1991, as amended ("**Lease**") between Helm-Pacific Leasing and Tennsv, Inc.

Dear Ms. Lee:

On behalf of Helm-Pacific Leasing, I submit for filing and recording, under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder the following document:

Two (2) fully executed originals of Amendment No. 4 dated February 25, 1993 to the Lease ("**Amendment**") between Helm-Pacific Leasing and Tennsv, Inc.

In connection with the recording of the Amendment, please note the following information:

Name and Address of Lessor: Helm-Pacific Leasing, a Joint Venture

By: Helm Pacific Corporation,
its Joint Venturer
c/o Helm Financial Corporation
One Embarcadero Center, Suite 3500
San Francisco, CA 94111

and

By: Union Pacific Venturer Leasing
Incorporated, its Joint Venturer
c/o Union Pacific Railroad
1416 Dodge Street
Omaha, NE 68179

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Interstate Commerce Commission
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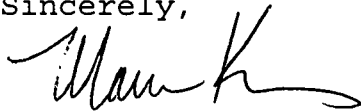
Name and Address of Lessee: Tennsv, Inc.
2500 S. Broadway, Suite 250
Edmond, Oklahoma 73013

Equipment: Seventy-seven (77) XL boxcars (See
Annex A.1. to the Amendment for Car
Numbers)

Previous ICC Filing: Memorandum of Lease filed on
February 24, 1992, Recordation No.
17710.

Please file the Amendment under the next available recordation
number. The filing fee of sixteen dollars (\$16.00) is enclosed.

Sincerely,



Maureen Krieg
Contracts Administrator

mek
Enclosures (2)

AMENDMENT NO. 4

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THIS AMENDMENT NO. 4 (the "Amendment") to the ~~INTERSTATE COMMERCE COMMISSION~~ Lease of Railroad Equipment dated as of November 7, 1991, as amended (the "Lease"), between HELM-PACIFIC LEASING ("Lessor") and TENNSV, INC. ("Lessee") is made as of February 25, 1993 between Lessor and Lessee.

R E C I T A L S :

- A. Lessor and Lessee are parties to the Lease pursuant to which seventy-seven (77), 60 foot, 100-ton, XL boxcars bearing the reporting marks and numbers TSVX 160-186, 189, 300-348 (the "Unit(s)") were leased by Lessor to Lessee.
- B. All the Units under the Lease and the sixty (60), 60 foot, 100-ton, XL boxcars bearing the reporting marks and numbers TSVX 100-159 (the "Boxcar(s)") subject to the First Amended and Restated Lease of Railroad Equipment dated as of November 21, 1990, as amended ("1990 Lease"), between Lessor and Lessee, have been delivered to Lessee.
- C. Lessor and Lessee desire to provide the date of expiration for the Term of the Lease.
- D. Lessee desires to change the reporting marks on the Units.
- E. The parties desire to amend the Lease as provided herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree to amend the Lease as follows:

- 1. All terms defined in the Lease shall have the meanings defined therein when used in this Amendment.
- 2. This Amendment shall become effective on the date of its full execution by both parties.
- 3. Section 3 of Amendment No. 3 dated as of October 21, 1992 to the Lease and Section 4 of the Lease, as amended by Amendment 1, fully executed on May 18, 1992, are hereby replaced by the following:

"Term of Lease. The "Term of this Lease" shall commence on the date of delivery of each Unit as provided in Section 2 hereof and shall continue for all Units through

- 4. Retroactive to , the third and forth sentence of Section 5 of the Lease is hereby replaced by the following:

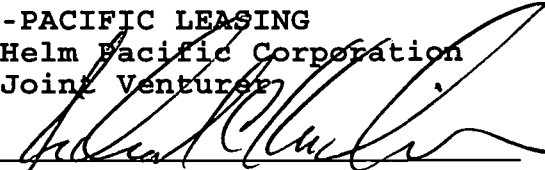
"Payment of Rent during the Term of this Lease shall be made on the first day of each month in advance. Rent for any Unit shall be pro-rated on a daily basis if such Unit is delivered other than on the first day of the month."

5. Lessee shall, at its expense, remark each Unit with the reporting marks provided in Annex A.1. attached hereto. Effective for each Unit on the date such Unit is remarked, Annex A is hereby replaced by Annex A.1., and all references to Annex A in the Lease shall be deemed to be Annex A.1.
6. The Casualty Schedule attached to the Lease as Annex B.1. is hereby replaced by Annex B.2. attached hereto, and all references to Annex B.1. in the Lease shall be deemed to be Annex B.2.
7. Except as expressly modified by this Amendment, all terms and provisions of the Lease shall remain in full force and effect.
8. This Amendment may be executed by the parties hereto in any number of counterparts, and all said counterparts taken together shall be deemed to constitute one and the same instrument.

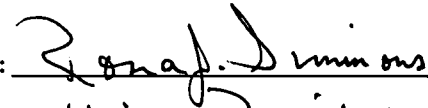
IN WITNESS THEREOF, each party, pursuant to due corporate authority, has caused this Amendment to be executed by its authorized representative, and each of the undersigned hereto declare that the foregoing is true and correct and was executed on the date indicated below its signature.

HELM-PACIFIC LEASING


By: Helm Pacific Corporation
its Joint Venturer

By: 
Title: President
Date: 09/30/93

TENNSV, INC.

By: 
Title: Vice President
Date: 9/13/93

By: Union Pacific Venture
Leasing Incorporated
its Joint Venturer

By: 
Title: President - UPL
Date: 9-28-93

STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

On Sept. 30, 1993, before me, Andrea Drongali,
personally appeared Richard C. Kirchner, President of HELM PACIFIC
CORPORATION,

X personally known to me -OR-

— proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity (ies), and that
by his/her/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted,
executed the instrument.

Witness my hand and official seal.

Andrea Drongali
SIGNATURE OF THE NOTARY

STATE OF NEBRASKA)

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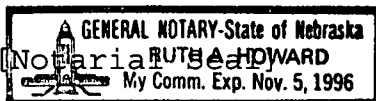
COUNTY OF DOUGLAS)

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On this 28 day of September, 1993, before me personally
appears W. Chandler Lewis, to me personally known,
who being by me duly sworn/says that he is a President of
UNION PACIFIC VENTURE LEASING INCORPORATED, that said instrument
was signed and sealed on behalf of said corporation by authority of
its President and Directors and he acknowledged that the execution
of the foregoing instrument was the free act and deed of said
corporation as a joint venture partner of Helm-Pacific Leasing.

Ruth A Howard
Notary Public

My Commission Expires: 11/15/96



STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA) §

On this 13th day of Sept, 1993, before me personally appeared Rona J. Simmons, to me personally known, who, being by me duly sworn, says that he is vice president of **TENNSV, INC.**, that said instrument was signed and sealed on behalf of said corporation by authority of its President and Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

My Commission Expires: 1-11-96

[Notarial Seal]

ANNEX A.1.

to the Lease of Railroad Equipment
dated as of November 7, 1991, as amended
between Helm-Pacific Leasing and Tennsv, Inc.

Equipment Description

Unit Numbers

Seventy-seven (77),
sixty (60) foot, one
one hundred (100) ton,
boxcars with inside
height at lease 10'9"

ECOX 160 - 186
(inclusive)
ECOX 189
ECOX 300 - 348
(inclusive)

ANNEX B.1.

CASUALTY SCHEDULE

Month Subsequent to
Date Unit Accepted

Casualty Payment